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TRANSMITTAL FORM (to be used for all correspondence after initial filing)	Application Number	09/980,913	
	Filing Date (Int'l)	April 27, 2000	
	First Named Inventor	Ernest ARENAS	
	Art Unit	1636	
	Examiner Name	D. Crouch	
Total Number of Pages in This Submission	19	Attorney Docket Number	441472001200

ENCLOSURES (Check all that apply)		
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment/Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Reply to Missing Parts/Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): Power of Attorney in Fact (2 pages) Statement Under 37 CFR 3.73(b) + copy of Assignment (16 pages)
<div>Remarks</div>		

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT			
Firm Name	MORRISON & FOERSTER LLP (Customer No. 25226)		
Signature			
Printed name	Brian Donahue		
Date	August 20, 2008	Reg. No.	58,206

I hereby certify that this paper is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EM 021712015 US, on the date shown below in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.	
Dated: August 20, 2008	Signature: (Jeremy Garcia)



Docket No.: 441472001200
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Ernest ARENAS et al.

Application No.: 09/980,913

Confirmation No.: 3833

Filed (Int'l): April 27, 2000

Art Unit: 1636

For: MATERIAL AND METHODS RELATING TO
NEURONAL DEVELOPMENT

Examiner: L. Mitchell

**REVOCATION AND POWER OF ATTORNEY
AND CORRESPONDENCE ADDRESS INDICATION FORM**

I hereby revoke all previous powers of attorney given in the above-identified patent/application.

I hereby appoint Practitioners associated with the Customer Number 25226 as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office (PTO) connected therewith.

Please recognize or change the correspondence address for the above-identified application to the address associated with the above-mentioned Customer Number 25226.

I am an Assignee of record of the entire interest. See 37 CFR 3.71. Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).


By executing the Power of Attorney, Neuro Therapeutics AB are allowing said Practitioners of the firm ("Morrison and Foerster"), to prosecute the above-referenced patent application and to prosecute any related matters that arise before the PTO in the enforceable life of a patent issuing from the above-identified application. Although the Power states that Neuro

d

Therapeutics AB is appointing said Practitioners with "power of attorney" for the sole purpose of prosecuting the matters arising before the PTO in connection with the patent application, that appointment is understood solely in light of Neuro Therapeutics AB ownership interest in the application. So, despite the use of the phrase "power of attorney," Neuro Therapeutics AB and said Practitioners and Morrison and Foerster mutually agree and confirm that this executed power of attorney does not create any attorney-client relationship, actual or prospective, between Neuro Therapeutics AB and said Practitioners and/or Morrison and Foerster, or, for that matter, between said Practitioners and/or Morrison and Foerster and any other person. VistaGen Therapeutics, Inc., will remain said Practitioners and Morrison and Foerster's sole client in respect of the subject patent application and patent issuing therefrom. Accordingly, said Practitioners and Morrison and Foerster understand, and your signature on the Power confirms, that said Practitioners and/or Morrison and Foerster have no attorney-client relationship with Neuro Therapeutics AB, or with you personally, and that, notwithstanding this executed Power of Attorney, said Practitioners and/or Morrison and Foerster are free to represent any clients, and to take positions adverse to you in any current or future matter (whether involving business transactions, counseling, litigation or otherwise).

Dated: 2008-08-19

Respectfully submitted,

By 
Name: STEFAN SODERSTROM
Title: CEO
on behalf of
Neuro Therapeutics AB



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Ernest ARENAS et al.

Application No./Patent No.: 09/980,913 Filed/Issue Date: (Int'l) April 27, 2000

Entitled: MATERIALS AND METHODS RELATING TO NEURONAL DEVELOPMENT

Neuro Therapeutics AB, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

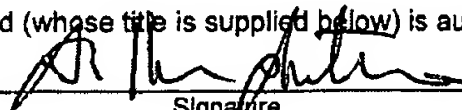
1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


Signature
STAFFAN SODERSTROM
Printed or Typed Name
CEO
Title

2008-08-19
Date
+46 8 50 884580
Telephone Number
(SWEDEN)

Attorney Docket No. 441472001200

ASSIGNMENT OF UNITED STATES PATENT APPLICATION

COPY

Recitals:**WHEREAS**

- (1) Ernest ARENAS, of *Karolinska Institutet, Stockholm, Sweden*
- (2) Peter ÅKERUD, of
- (3) Joseph WAGNER, of

(together/collectively hereinafter referred to as "the Inventors") have invented certain new and useful improvements in: MATERIALS AND METHODS RELATING TO NEURONAL DEVELOPMENT the specification of which was filed on 1 November 2001 in the USPTO as United States Patent Application No. 09/980,913 (hereinafter referred to as "the Application")

AND WHEREAS, Neuro Therapeutics AB, a company incorporated and registered in Sweden and having a principal place of business at Fogdevreten 2a, S-171 77, Stockholm, Sweden (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest, for the United States of America, in and to the Application and the invention and improvements therein disclosed, and any Letters Patent which may issue therefor in the United States of America and all divisionals, continuations, reissues, re-examinations, renewals, and extensions thereof.

Operative Provisions:


NOW THEREFORE in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Inventors hereby **ASSIGN** absolutely unto the Assignee all their right, title and interest in and to the Application and the invention and improvements therein disclosed, for the United States of America, and any patents granted on the Application including any divisionals, continuations re-issues, re-examinations, renewals, and extensions thereof, and including the right to sue for and recover damages in respect of past infringement, the said interest being the entire ownership of the said Letters Patent when granted, to be held and enjoyed by the Assignee to the full end of the term for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Inventors if this assignment had not been made.

And the Inventors authorize and request the Commissioner of Patents to issue the said Letters Patent to the Assignee.

And for the consideration aforesaid, the Inventors agree that the Inventors will, upon request, communicate to the Assignee or the representatives thereof any facts known to the Inventors respecting the invention or improvements of the Application, and will, upon request, but without

expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Assignee or by counsel for the Assignee to assist or enable the Assignee to obtain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon the Inventors' heirs, executors, administrators, successors and assigns, and shall inure to the benefit of administrators, successors and assigns, as the case may be, of the Assignee.

(1) Signature of  Date: July 31, 2008

(2) Signature of Date:

(3) Signature of Date:

Ernest ARENAS

Peter ÅKERUD

Joseph WAGNER

ASSIGNMENT OF UNITED STATES PATENT APPLICATION**Recitals:****WHEREAS**

(1) **Ernest ARENAS**, of

(2) **Peter AKERUD**, of *Granelids vägen 17 A Uppsala Sweden*

(3) **Joseph WAGNER**, of

(together/collectively hereinafter referred to as "the Inventors") have invented certain new and useful improvements in: MATERIALS AND METHODS RELATING TO NEURONAL DEVELOPMENT the specification of which was filed on 1 November 2001 in the USPTO as United States Patent Application No. 09/980,913 (hereinafter referred to as "the Application")

AND WHEREAS, **Neuro Therapeutics AB**, a company incorporated and registered in Sweden and having a principal place of business at Fogdevreten 2a, S-171 77, Stockholm, Sweden (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest, for the United States of America, in and to the Application and the invention and improvements therein disclosed, and any Letters Patent which may issue therefor in the United States of America and all divisionals, continuations, reissues, re-examinations, renewals, and extensions thereof.

Operative Provisions:

NOW THEREFORE in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Inventors hereby **ASSIGN** absolutely unto the Assignee all their right, title and interest in and to the Application and the invention and improvements therein disclosed, for the United States of America, and any patents granted on the Application including any divisionals, continuations re-issues, re-examinations, renewals, and extensions thereof, and including the right to sue for and recover damages in respect of past infringement, the said interest being the entire ownership of the said Letters Patent when granted, to be held and enjoyed by the Assignee to the full end of the term for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Inventors if this assignment had not been made.

And the Inventors authorize and request the Commissioner of Patents to issue the said

Letters Patent to the Assignee.

And for the consideration aforesaid, the Inventors agree that the Inventors will, upon request, communicate to the Assignee or the representatives thereof any facts known to the Inventors respecting the invention or improvements of the Application, and will, upon request, but without expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Assignee or by counsel for the Assignee to assist or enable the Assignee to obtain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon the Inventors' heirs, executors, administrators, successors and assigns, and shall inure to the benefit of administrators, successors and assigns, as the case may be, of the Assignee.

(1) Signature of Date:
Ernest ARENAS

(2) Signature of *Peter Åkerud* Date: 08 08 11
Peter ÅKERUD

(3) Signature of Date:
Joseph WAGNER

ASSIGNMENT OF UNITED STATES PATENT APPLICATION**Recitals:****WHEREAS**

- (1) Ernest ARENAS, of
- (2) Peter ÅKERUD, of
- (3) Joseph WAGNER, of WEST CHESTER, USA

(together/collectively hereinafter referred to as "the Inventors") have invented certain new and useful improvements in: MATERIALS AND METHODS RELATING TO NEURONAL DEVELOPMENT the specification of which was filed on 1 November 2001 in the USPTO as United States Patent Application No. 09/980,913 (hereinafter referred to as "the Application")

AND WHEREAS, Neuro Therapeutics AB, a company incorporated and registered in Sweden and having a principal place of business at Fogdevreten 2a, S-171 77, Stockholm, Sweden (hereinafter referred to as "the Assignee") is desirous of acquiring the entire right, title and interest, for the United States of America, in and to the Application and the invention and improvements therein disclosed, and any Letters Patent which may issue therefor in the United States of America and all divisionals, continuations, reissues, re-examinations, renewals, and extensions thereof.

Operative Provisions:

NOW THEREFORE in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Inventors hereby **ASSIGN** absolutely unto the Assignee all their right, title and interest in and to the Application and the invention and improvements therein disclosed, for the United States of America, and any patents granted on the Application including any divisionals, continuations re-issues, re-examinations, renewals, and extensions thereof, and including the right to sue for and recover damages in respect of past infringement, the said interest being the entire ownership of the said Letters Patent when granted, to be held and enjoyed by the Assignee to the full end of the term for which the said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Inventors if this assignment had not been made.


And the Inventors authorize and request the Commissioner of Patents to issue the said Letters Patent to the Assignee.

And for the consideration aforesaid, the Inventors agree that the Inventors will, upon request, communicate to the Assignee or the representatives thereof any facts known to the Inventors respecting the invention or improvements of the Application, and will, upon request, but without expense to the Inventors, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, reissue, re-examination, renewal and extension applications, and generally do all other and further lawful acts deemed necessary or expedient by the Assignee or by counsel for the Assignee to assist or enable the Assignee to obtain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon the Inventors' heirs, executors, administrators, successors and assigns, and shall inure to the benefit of administrators, successors and assigns, as the case may be, of the Assignee.

(1) Signature of Date:
Ernest ARENAS

(2) Signature of Date:
Peter ÅKERUD

(3) Signature of Date: 11 MAY 2008
 Joseph WAGNER

COPY

TECHNOLOGY ASSIGNMENT AGREEMENT

This Agreement is entered into and effective on ²⁰⁰⁶⁻⁰¹⁻¹⁰ [.....] by and between

Thomas Perlman (date of birth 590302-0013), Kummelvägen 22, 19143 Sollentuna, SWEDEN, (referred to below as "TP") and **NeuroTherapeutics AB**, Fogdevreten 2A, 17177 Stockholm, SWEDEN, corporate registration no. 556642-1029 (referred to below as "NT")

WHEREAS: Scientist has acquired all Ludwig Institute's title, right and interest in and to the Technology (defined below) APPENDIX 1

WHEREAS, NT desires to acquire all TP's title, right and interest in and to the Technology (defined below) and the TP is willing to assign such right, title and interest to NT in return for certain consideration and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties set forth herein it is agreed by and between the parties as follows:

1 DEFINITIONS

- 1.1 "Project" means the research project further described in Schedule 1.
- 1.2 "Technology" means any and all results, whether or not patentable, generated by the TP in the Project such as know-how, inventions, information, substances, methods and materials and all intellectual property rights embodying such results including without limitation TP's rights, if any, in and to the Patents.
- 1.3 "Patents" means TP's rights, if any, in
 - i) the patent application [WO 00/66713],
 - ii) all present and future patents and patent applications in all countries claiming priority from the patent application referred to in i) above,
 - iii) all other patents and patent applications in all countries claiming the Technology, and
 - iv) any extension, registration, confirmation, reissue, continuation, divisionals, continuation-in-part, re-examination or renewal of any of the patents and patent applications mentioned under i) through iii) above.

2 ASSIGNMENT OF RIGHTS TO TECHNOLOGY

- 2.1 TP hereby assign all his title, right and interest in and to the Technology and NT hereby accepts such assignment.
- 2.2 NT shall have the right but not the obligation to apply for, prosecute, amend, defend, maintain and enforce the Patents as NT sees fit in its sole discretion. TP agrees to execute any document reasonably necessary to perfect NT's title to the Technology including, without limitation, the document attached hereto as Schedule 1. TP agrees to assist NT free of charge, as reasonably requested by NT from time to time, in the application, prosecution, defence and enforcement of Patents.

3 CONSIDERATION

As full and complete consideration for the assignment of title to the Technology to NT, NT shall make a lump sum payment of 28 125 SEK (including moms) to the TP. This amount includes any and all applicable taxes. TP shall be liable for any and all taxes and fees that may be levied on TP as a result of this payment.

4 CONFIDENTIALITY

TP hereby undertakes to maintain all information relating to the Technology and any confidential information disclosed by NT as well as the terms and conditions of this Agreement in strict confidence unless and until such information enters the public domain through the issue of patents or otherwise in a manner not involving a breach of such undertaking of confidentiality. This undertaking of confidentiality shall remain in force until all of the confidential information has entered the public domain.

5 WARRANTIES

The TP warrants and represents to NT that;

- i) to his the TP's best knowledge no public disclosure of information pertaining to the Technology has been made that would impair patentability of Patents;
- ii) he TP has full title and right to the Technology and that no liens or other encumbrances exist with respect to the Technology and that no licenses to the Technology has been granted to any third party;

- iii) no proceeding or dispute in relation to the Technology has been commenced or, so far as he is aware, threatened;
- iv) to his the TP's best knowledge, the use of the Technology will not infringe any third party intellectual property rights;

6 ASSIGNMENT

The Agreement shall benefit and be binding upon the respective successors of NT and TP and their permitted assigns. NT shall have the right to assign its rights and obligations under the Agreement and the Technology to an affiliate or a third party provided that such affiliate or third party shall agree to be bound by all of the terms and provisions of the Agreement; and provided further that no such assignment and delegation shall release the assigning party from liability incurred prior to such assignment.

7 NOTICES

All notices required by the Agreement shall be made by to the address stated first above and either party may, in writing, change the address for which notices herein are required.

8 DISPUTES AND GOVERNING LAW


This contract shall be governed by substantive Swedish law. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof and which cannot be cleared amicably, shall be settled by arbitration pursuant to the procedures of the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations shall apply, unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Institute shall also decide whether the tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the parties have executed two (2) copies of the Agreement the day and year first above written, each of which shall be considered an original.

NEUROTHERAPEUTICS AB

TP

By:



By:



APPENDIX 1: Attached

Schedule 1: Induction of a midbrain dopaminergic phenotype in *Nurr1*-overexpressing neural stem cells by type 1 astrocytes

Joseph Wagner, Peter Åkerud, Diogo S. Castro, Pontus C. Holm, Josep M. Canals, Evan Y. Snyder, Thomas Perlmann, and Ernest Arenas

NATURE BIOTECHNOLOGY PAGES: 654-659, VOL 17 JULY 1999

TECHNOLOGY ASSIGNMENT AGREEMENT

This Agreement is entered into and effective on Jan. 17, 2005 by and between

Evan Y Snyder, The Burnham Institute 10901 North Torrey Pines Road La Jolla, CA 92037, USA (referred to below as the "Scientist") and *NeuroTherapeutics AB, Fogdevreten 2A, 17177 Stockholm, SWEDEN, corporate registration no. 556642-1029* (referred to below as "NT")

WHEREAS; during the period 1994 to 1999 the Scientist has been engaged as collaborator within Departments of Neurology and Pediatrics, Harvard Medical School and Division of Neuroscience, Children's Hospital, 320 Longwood Ave., Boston, MA 02115 in the Project (defined below) led by and organised under professor Ernest Arenas.

WHEREAS, NT desires to acquire all Scientist's title, right and interest in and to the Technology (defined below) and the Scientist is willing to assign such right, title and interest to NT in return for certain consideration and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties set forth herein it is agreed by and between the parties as follows:

1 DEFINITIONS

- 1.1 "Project" means the research project further described in Appendix I.
- 1.2 "Technology" means any and all results, whether or not patentable, generated by the Scientist in the Project such as know-how, inventions, information, substances, methods and materials and all intellectual property rights embodying such results including without limitation Scientists rights, if any, in and to the Patents.
- 1.3 "Patents" means Scientist's rights, if any, in
 - i) the patent application [WO 00/66713],
 - ii) all present and future patents and patent applications in all countries claiming priority from the patent application referred to in i) above,
 - iii) all other patents and patent applications in all countries claiming the Technology, and
 - iv) any extension, registration, confirmation, reissue, continuation, divisionals, continuation-in-part, re-examination or renewal of any of the patents and patent applications mentioned under i) through iii) above.

2 ASSIGNMENT OF RIGHTS TO TECHNOLOGY

2.1 Scientist hereby assign all his title, right and interest in and to the Technology and NT hereby accepts such assignment.

2.2 NT shall have the right but not the obligation to apply for, prosecute, amend, defend, maintain and enforce the Patents as NT sees fit in its sole discretion. Scientist agrees to execute any document necessary to perfect NT's title to the Technology including, without limitation, the document attached hereto as Schedule 2. Scientist agrees to assist NT free of charge, as reasonably requested by NT from time to time, in the application, prosecution, defence and enforcement of Patents.

3 RETAINED RIGHTS

Scientist retains a non-exclusive license under any resulting Patents, where Scientist is a named inventor, to carry out non-commercial academic research. The term "non-commercial" means research where no commercial third party is granted rights to the results of the research, whether actual or contingent.

4 CONSIDERATION

As full and complete consideration for the assignment of title to the Technology to NT, the Scientist shall be entitled to subscription options for shares in NT (the "Options") under an option scheme that may be resolved by the board of directors of NT. The Scientist shall have the right to participate in the Option Scheme on those terms and conditions that the board of directors resolves for other key personnel of NT, which may include a premium to be paid for the Options. It is contemplated that each key personnel will be entitled to a number of Options that, when converted, equals one (1) percent of the issued shares of NT at the time of issue of the Options. Scientist shall be liable for any and all taxes and fees that may be levied on Scientist as a result of the issue of Options and his disposal of underlying shares. Notwithstanding the foregoing, any premiums, fees or charges that are assessed by NT for such Options, but not including taxes, fees or charges levied by government authorities, shall be waived as consideration for assignment of title to Technology by Scientist.

5 CONFIDENTIALITY

Scientist hereby undertakes to maintain all information relating to the Technology and any

confidential information disclosed by NT as well as the terms and conditions of this Agreement in strict confidence unless and until such information enters the public domain through the issue of patents or otherwise in a manner not involving a breach of such undertaking of confidentiality. This obligation of confidentiality does not apply to: (a) information which is previously known to Scientist prior to its disclosure in discussions with NT; (b) any information was, is or becomes generally available to the public other than by disclosure by Scientist in violation of this Agreement; or (c) any information that is required to be disclosed in a judicial, administrative or governmental proceeding.

6 WARRANTIES

The Scientist warrants and represents to NT that;

- i) to his best knowledge no public disclosure of information pertaining to the Technology has been made that would impair patentability of Patents;
- ii) he has full title and right to the Technology and that no liens or other encumbrances exist with respect to the Technology and that no licenses to the Technology has been granted to any third party;
- iii) he has available for delivery to NT all lab journals and original research data relating to the Technology;
- iv) no proceeding or dispute in relation to the Technology has been commenced or, so far as he is aware, threatened;
- v) to his best knowledge, the use of the Technology will not infringe any third party intellectual property rights;

7 ASSIGNMENT

The Agreement shall benefit and be binding upon the respective successors of NT and Scientists and their permitted assigns. NT shall have the right to assign its rights and obligations under the Agreement and the Technology to an affiliate or a third party provided that such affiliate or third party shall agree to be bound by all of the terms and provisions of the Agreement; and provided further that no such assignment and delegation shall release the assigning party from liability incurred prior to such assignment.

8 NOTICES

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This contract shall be governed by substantive Swedish law. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof and which cannot be cleared amicably, shall be settled by arbitration pursuant to the procedures of the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations shall apply, unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the Institute shall also decide whether the tribunal shall be composed of one or three arbitrators. The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the parties have executed two (2) copies of the Agreement the day and year first above written, each of which shall be considered an original.

NEUROTHERAPEUTICS AB

SCIENTIST

By: 

By: 

Appendix I:

Induction of a midbrain dopaminergic phenotype in *Nurr1*-overexpressing neural stem cells by type 1 astrocytes. NATURE BIOTECHNOLOGY VOL 17 JULY 1999.